

UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

In Re:

Chapter 13

Madeline A. Ceraul

Bankruptcy No. 16-17821-ref

Debtor

Related to Documents No. 50 & 52

STIPULATION TO RESOLVE MOTION FOR RELIEF FROM STAY

U.S. Bank National Association, as Trustee for the Igloo Series III Trust ("The Bank"), by its counsel, Tucker Arensberg, P.C., files this Stipulation and Consent Order of Court stating as follows:

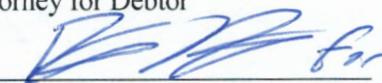
1. The Bank is the holder of a claim which is secured by real property known as 204 S. Main Street, Pen Argyl, PA 18072 ("Real Property").
2. The Bank has filed a Motion for Relief from Stay as to the Real Property as a result of the Debtor's failure to make payments when due under the terms of her loan obligation with the Bank.
3. The parties have come to an agreement as follows:
 - (a) Beginning on or by April 1, 2019, and on or by the 1st day of each succeeding month, the Debtor shall make monthly mortgage payments to the Bank in the amount of \$1,023.47 at BSI Financial Services, Inc., 314 S. Franklin St. PO Box 517, Titusville, PA 16354;
 - (b) The Debtor will cure the post-petition arrears in the total amount of \$9,218.76 by making eight (8) additional payments in the amount of \$1,152.35 beginning on April 15, 2019 and continuing through November 15, 2019;
 - (c) The Debtor agrees to keep the Real Property fully insured and to have the Bank listed on the policy as the loss payee;
 - (d) The Debtor agrees to maintain payment of all utilities on the Real Property;
 - (e) Furthermore, contingent upon timely payments being made in accordance with the terms of this Stipulation, the Bank shall forbear from taking legal action relative to the loan obligation as detailed in the Motion for Relief.

4. In the event that the Debtor fails to comply with the terms of this Stipulation and upon the Bank providing Debtor's counsel with written notice of the default and ten (10) days to cure the default, the Bank shall file an Affidavit of Default with the Court and the Bank's duty to forbear from all rights and remedies under state law, including but not limited to commencing a foreclosure proceeding or scheduling a sheriff's sale shall immediately terminate.

5. It is further agreed by the Parties that any facsimile signatures and/or electronic signatures on this stipulation shall be as enforceable and binding as an original signature.

Consented to:

/s/ Jillian Nolan Snider
Jillian Nolan Snider, Esquire
Attorney for U.S. Bank Trust National Association, as
Trustee for the Igloo Series III Trust

/s/ William Hronis
William Hronis, Esquire
Attorney for Debtor

/s/
Scott Waterman, Esquire
Chapter 13 Trustee